

## ANNEX

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE CENTER  
AND MICROSOFT CORPORATION  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 26048, DATED 2/6/2018 (ANNEX NUMBER 14).

### ARTICLE 1. PURPOSE

This Annex is subject to the terms of the Umbrella Agreement referenced above and reflects the Parties' intent to jointly identify and publish International Space Station (ISS) related educational games and applications. The ISS program education and outreach efforts have several games and applications available on mobile platforms that target educators and students around the 8th grade level. This effort seeks to bring the mobile applications and future applications to the Xbox platform to further science, technology, engineering, and mathematics (STEM) education efforts by reaching a wider public audience of users. Content to be provided will highlight STEM related activities that engages users, particularly students, in an attempt to increase participation in STEM-related career fields.

The already published applications first to be available on the Xbox platform are the To The Moon and Beyond (TTM) and Space Science Investigations (SSI): Humans in Space. TTM allows students and teachers to learn about research and experiments done on the ISS through game play. SSI: Humans in Space is a game that teaches students about how the human body reacts to the space environment as well as allows them to discover the inside of the space station.

Microsoft Corporation has community and citizenship programs intended to support the promotion and establishment of initiatives that focus on STEM education and economic development. The JSC Office of Education is responsible for providing STEM education opportunities and resources, with an emphasis on human spaceflight for K-12 and higher education students and educators.

NASA and Microsoft Corporation share a common interest in the following goals:

- Promoting the value of STEM to educational and public audiences
- Increasing student interest and participation in STEM
- Ensuring that tomorrow's workforce is prepared for STEM careers

The target group for the umbrella agreement is defined as educators, faculty and students, both inside and outside the K-16 formal education systems. All of the products developed pursuant to this strategic alliance will be used by the target group over the period of this agreement. In addition, these products will be available to the public.

This Annex is a continuation of work that was being completed pursuant to Annex 5 which expired on February 12, 2021.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

## ARTICLE 2. RESPONSIBILITIES

A. NASA JSC will use reasonable efforts to:

1. Receive Xbox hardware, pending availability, from Microsoft to utilize for software development and testing.
2. Develop and deliver educational games and applications for the Xbox platform.
3. Work with Partner to determine mutually beneficial metrics and provide output and outcome metrics.
4. Coordinate with Partner on any promotional opportunity, such as press releases, virtual and/or interactive events, social media, feature stories (online or print) and potential blogs or co-authored stories as well as any product development, such as bookmarks or flyers, related to the events.
5. Return Microsoft-owned Xbox hardware received, if any, to Microsoft.

B. Partner will use reasonable efforts to:

1. Upon availability, provide NASA Xbox hardware to utilize for software development and testing.
2. Advise NASA on best practices for developing for the Xbox platform.
3. Aid in testing and distribution of NASA developed applications on the Xbox platform at no cost to end-users.
4. Work with NASA to determine mutually beneficial metrics and provide output and outcome metrics.
5. Coordinate with NASA on any promotional opportunity, such as press releases, virtual and/or interactive events, social media, feature stories (online or print) and potential blogs or co-authored stories as well as any product development, such as bookmarks or flyers, related to the events.

## ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Xbox hardware, if any, received by NASA	From date of annex signing + 1 week.
Port of beta version of first application to Xbox.	From date of annex signing + 1 month.
Deployment of first application to Xbox.	From date of annex signing + 2 months.
Port of beta version of second application.	From date of annex signing + 3 months.
Deployment of second application to Xbox.	From date of annex signing + 4 months.
Provide metrics.	NLT from the date of annex signing + 1 year.

#### ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a **separate technical document.**

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

## **ARTICLE 6. TERM OF ANNEX**

The Annex shall remain in effect until the completion of all obligations of both Parties hereto, or February 6, 2023, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the

## **ARTICLE 7. RIGHT TO TERMINATE**

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

## **ARTICLE 8. POINTS OF CONTACT**

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

### **Microsoft Corporation**

NASA Lyndon B. Johnson Space Center  
Joel R. Montalbano  
Manager, International Space Station  
Program  
Mail Stop: OA  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: 281.483.2569  
joel.r.montalbano@nasa.gov

Microsoft Corporation  
Heidi Kobylski  
GM Federal Civilian Practice  
700 State Highway 161  
Irving, TX 75039-7000

### **Technical Points of Contact**

NASA Lyndon B. Johnson Space Center  
Eddie Paddock  
Technical POC  
Mail Suite: BR711  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: 281.483.9796  
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Microsoft Corporation  
Raamel Mitchell  
Central U.S. Public Affairs Director and  
Citizenship  
700 State Highway 161  
Irving, TX 75039-7000  
Phone: (314) 422-6418  
Raanielm@microsoft.com

## **ARTICLE 9. MODIFICATIONS**

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

#### ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE  
CENTER

BY:   
Joel R. Montalbano  
Manager, International Space Station  
Program

MICROSOFT CORPORATION

  
BY: \_\_\_\_\_  
Heidi Kobylshi  
GM Federal Civilian Practice

DATE:

DATE: December 20<sup>th</sup>, 2021\_\_\_\_\_